

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

SERGIO BONILLA, on behalf of himself and all others similarly situated,	)	
	)	
Plaintiff,	)	Case No. 1:21-cv-00051
v.	)	Hon. Judge Virginia M. Kendall
PEOPLECONNECT, INC., a Delaware Corporation,	)	Magistrate Judge Gabriel A. Fuentes
	)	
Defendant.	)	

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THERESA LOENDORF, on behalf of herself and all others similarly situated,	)	
	)	
Plaintiff,	)	Case No. 1:21-cv-00610
v.	)	Hon. Judge Virginia M. Kendall
PEOPLECONNECT, INC., a Delaware Corporation,	)	Magistrate Judge Gabriel A. Fuentes
	)	
Defendant.	)	

**DECLARATION OF TARA MCGUANE**

I, Tara McGuane, hereby declare:

1. I am the Associate Director of Compliance and IP at PeopleConnect, Inc. (“PeopleConnect”). I have been in that role since November 2020. In that role, I am responsible for drafting and enforcing the Terms of Service (“TOS”) and am familiar with how the TOS are displayed on Classmates.com. I previously held the position of Senior IP & Marketing Compliance Manager. I have worked at PeopleConnect since 2002.
2. PeopleConnect owns and operates Classmates.com.
3. Classmates.com provides the general public access to an online database of alumni and yearbook information.
4. Classmates.com is governed by the TOS published on the website. A true and correct copy of the current TOS, which went into effect on September 1, 2017, is attached hereto as Exhibit 1.

5. The TOS is accessible to each user of Classmates.com via a hyperlink in the website's persistent footer and on the non-registered user homepage as shown in the image below.

The screenshot shows the Classmates.com homepage. At the top, there is an orange header bar with the "classmates" logo on the left, a "SIGN IN" button on the right, and links for "Already have an account?". Below the header, a large banner asks "Where was your high school?" and features a "Select your state" dropdown menu. This menu lists states in three columns: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. The background of the page features various graduation photos and yearbook covers. Below the banner, a section says "There's tons to do on Classmates®" followed by three icons: "Find high school friends" (two people icon), "High school reunions" (drum and cymbal icon), and "High school yearbooks" (book icon). At the bottom, there is a dark footer bar with links for "Visit our Blog", "Like us on Facebook", "Fun stuff on Pinterest", and "Follow us on Twitter". The footer also includes a copyright notice: "About Us | Help | Terms of Service | Privacy Policy | Google+ | Instagram | Sitemap" and "Copyright © 1995-2021 Classmates.com. All Rights Reserved."

6. When a user of Classmates.com registers for an account, he or she sees the following screen, which includes the following: “By clicking Submit, you agree to the Terms of Service and Privacy Policy.” The phrase “Terms of Service” is hyperlinked to a copy of the current TOS.

The screenshot shows a registration form for 'Classmates Test High School' located in Renton, Washington. The page features a dark background with a hallway and lockers. At the top, there's a navigation bar with 'SIGN IN' and 'REGISTER FOR FREE'. Below the title, it says 'Register for FREE to view the profiles of 4,858 other alumni'. The form fields include 'First name', 'Last name at graduation', 'Current last name (if different)', 'Email address', and 'Grad year'. A note at the bottom states: 'By clicking Submit, you agree to the Classmates [Terms of Service](#) and [Privacy Policy](#). A password will be sent in a confirmation email to the email address you provide.' A yellow 'SUBMIT »' button is at the bottom.

7. The TOS states:

By accessing and using the Websites and Services you are agreeing to the following Terms of Service. We encourage you to review these Terms of Service, along with the Privacy Policy, which is incorporated herein by reference, as they form a binding agreement between us and you. If you object to anything in the Terms of Service or the Privacy Policy, do not use the Websites and Services.

**USE OF THE WEBSITES AND/OR SERVICES REQUIRE YOU TO ARBITRATE  
ALL DISPUTES ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE (SEE SECTION 13 BELOW).**

(Ex. 1, Acceptance of Terms.)

8. The TOS includes the following arbitration provision:

**PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. YOU AND THE PEOPLECONNECT ENTITIES EACH AGREE THAT ANY AND ALL DISPUTES THAT HAVE ARisen OR MAY ARISE BETWEEN YOU AND THE PEOPLECONNECT ENTITIES SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT, IF YOUR CLAIMS QUALIFY.**

You and PeopleConnect and/or its parent companies, subsidiaries, affiliates, and/or any and all of their respective directors, officers, employees and contractors (each a “PeopleConnect Entity” and, together, the “PeopleConnect Entities”) agree to arbitrate any and all disputes and claims between them (“Dispute(s)”), except as otherwise specifically provided below. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award.

This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: (1) Disputes related in any way to the Services, billing, privacy, advertising or our communications with you; (2) Disputes arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (3) Disputes that arose before your agreement to these Terms of Services or any prior agreement; (4) Disputes that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (5) Disputes that may arise after the termination of your use of the Services.

(*Id.* at Section 13.)

9. Any arbitrations are governed by the following rules:

Rules. The arbitration will be governed by the Consumer Arbitration Rules of the American Arbitration Association (“AAA”), if applicable, as modified by this section. The AAA's rules and a form for initiating the proceeding are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 800.778.7879. The arbitration will be presided over by a single arbitrator selected in accordance with the AAA rules.

(*Id.* at Section 13(B)(i).)

10. The TOS also includes the following class action waiver:

**ANY PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE**

**ACTION. NEITHER PARTY SHALL BE A MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING, AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL DISPUTE OR CLAIM. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S DISPUTES, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE PEOPLECONNECT ENTITIES DO NOT CONSENT TO CLASS ARBITRATION. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.**

(*Id.* at 13(c).)

11. I have reviewed and am familiar with PeopleConnect's business records related to the use of Classmates.com by Mr. Sergio Bonilla, Mr. Julian Diamond, and Mr. Christopher Reilly. PeopleConnect maintains those records in the ordinary course of its business.

12. On June 19, 2001, Mr. Bonilla registered for a Classmates.com account with the email [sergiko78@yahoo.com](mailto:sergiko78@yahoo.com).

13. On August 31, 2006, Mr. Bonilla registered for a second Classmates.com account under the email [sergiko@msn.com](mailto:sergiko@msn.com).

14. On December 17, 2007, Mr. Bonilla registered for a third Classmates.com account under the email [histblabber@yahoo.com](mailto:histblabber@yahoo.com).

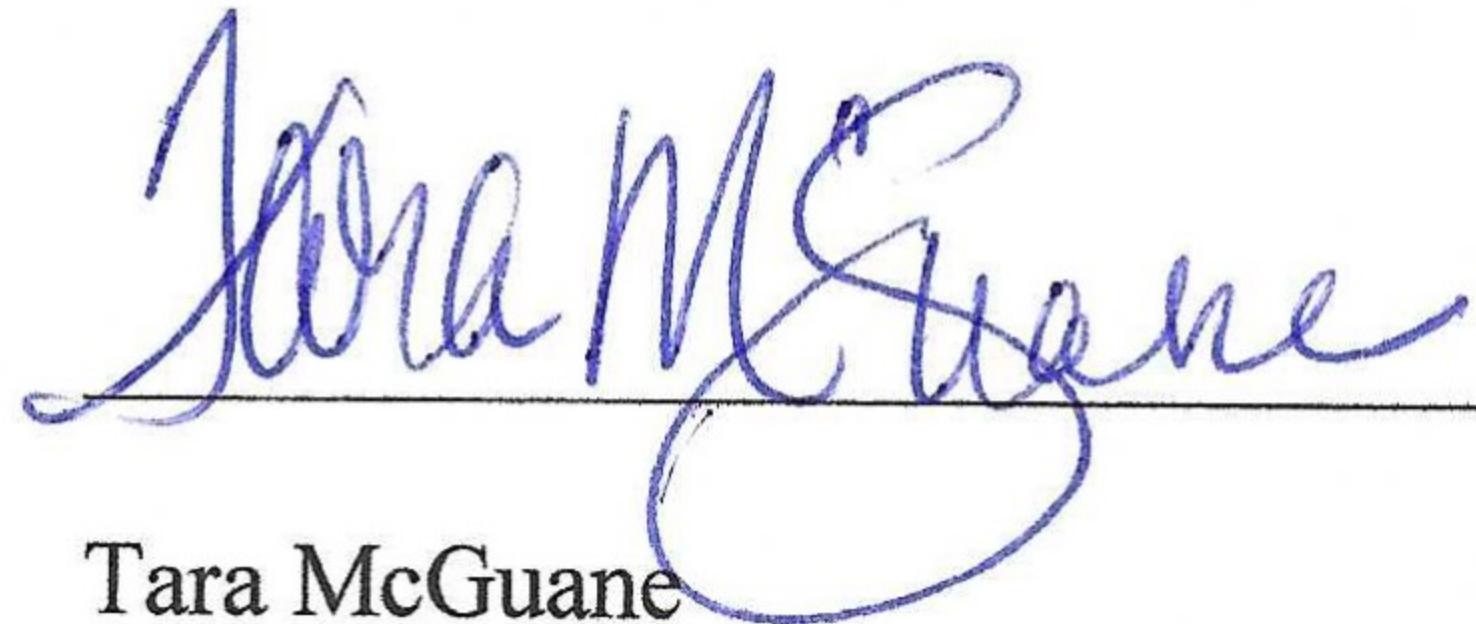
15. Mr. Bonilla accessed his Classmates.com account associated with the email [histblabber.com](mailto:histblabber.com) 14 times. He logged into his account on each of the following dates:

12/17/2007
12/17/2007
12/17/2007
1/3/2010
1/9/2010
1/31/2010
3/5/2010
12/16/2014

12/16/2014
6/29/2015
8/8/2015
8/4/2017
11/25/2017
1/19/2018
6/22/2018

16. During Mr. Bonilla's August 8, 2015 visit, he visited over 20 user profiles.
17. A true and correct copy of the TOS as of December 17, 2007, which went into effect on February 21, 2007, is attached hereto as Exhibit 2.
18. A true and correct copy of the TOS as of August 8, 2015, which went into effect on January 10, 2014, is attached hereto as Exhibit 3.
19. On January 27, 2021, Mr. Diamond created a free Classmates.com account. His account was associated with the email NewStudyBuddy@gmail.com.
20. On January 7, 2021, Mr. Reilly created a free Classmates.com account. His account was associated with the email chrisreillyfl@gmail.com. On January 29, 2021, he purchased a three-month subscription.
21. Mr. Bonilla, Mr. Diamond, and Mr. Reilly could not have created a free account without first agreeing to the Classmates.com TOS. Mr. Reilly could not have purchased a three-month subscription without again agreeing to the Classmates.com TOS.
22. I have reviewed the consolidated complaint filed by Plaintiffs in this matter. The Classmates.com webpages reflected in the screenshots in Paragraphs 31, 32, 34–38, and 55 (images 1, 3-6) of the complaint could only have been accessed after the user agreed to the Classmates.com TOS.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct and that I executed this declaration on May 7, 2021 in Seattle, Washington.



A handwritten signature in blue ink, appearing to read "Tara McGuane". The signature is fluid and cursive, with a horizontal line underneath it.

Tara McGuane

# **EXHIBIT 1**

*Update Effective:* June 29, 2017 for new users | September 1, 2017 for existing users

## INTRODUCTION

Welcome to PeopleConnect and thank you for using our services. Our web sites include PeopleConnect.us, Classmates.com, Intelius.com and USSearch.com, as well as other websites owned and operated by us (collectively, the “Websites”), along with various applications and tools that we operate on third-party websites and devices, such as Facebook, smartphones or tablets (such services offered through the Websites, applications or tools collectively, the “Services”).

## ACCEPTANCE OF TERMS

By accessing and using the Websites and Services you are agreeing to the following Terms of Service. We encourage you to review these Terms of Service, along with the [Privacy Policy](#), which is incorporated herein by reference, as they form a binding agreement between us and you. If you object to anything in the Terms of Service or the [Privacy Policy](#), do not use the Websites and Services.

### **USE OF THE WEBSITES AND/OR SERVICES REQUIRE YOU TO ARBITRATE ALL DISPUTES ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE (SEE SECTION 13 BELOW).**

We may change these Terms of Service, in whole or in part, at any time. Posting of the updated Terms of Service on the Websites will constitute notice to you of any such changes, although we may choose other types of notice for certain changes. Changes will become effective upon notice. Your continued use of the Websites or Services following notice shall constitute your acceptance of all changes, and each use of the Websites or Services constitutes your reaffirmation of your acceptance of these Terms of Service. If you do not agree to the changes to these Terms of Service, your sole and exclusive remedy will be to terminate your account and cease use of the Websites or Services.

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## **1. BECOMING A MEMBER OF AND REGISTERING FOR THE SERVICES**

### **A. Accessing the Services and Becoming a Member.**

THE SERVICES ARE INTENDED SOLELY FOR ACCESS AND USE BY INDIVIDUALS 18 YEARS OF AGE AND OLDER. BY ACCESSING AND USING THE SERVICES, YOU ARE CERTIFYING THAT YOU ARE AT LEAST 18 YEARS OLD. Our Services are primarily intended to be utilized by residents of the United States and we may limit or restrict access to the Websites and Services based on your geographic location or ISP. While there are parts of the Services where access requires the payment of a fee ("Paid Services"), there is no cost to register to become a member of the Services. The specific Services available to you will vary depending upon (1) whether you register as a member, (2) the community affiliation(s) to which you have self-identified (if you are a Classmates member), and (3) whether or not you choose to purchase Paid Services.

### **B. Your Information.**

We will collect, store, compile and utilize information about you, your computer, smartphone or other device, and your use of the Services, including information that you provide in response to questionnaires, surveys and registration forms. Please review our [Privacy Policy](#) for more information about our privacy policies and practices. For your part, you agree that all information that you provide to us or post on the Services is complete, accurate and up to date. If any of your information changes, you agree to immediately update it. If you fail to update your information or if all or part of your information is (or appears to be) untrue, inaccurate, or incomplete, we may suspend or terminate your account and refuse any and all current or future use of the Services, without refund to you of any fees paid.

Without limiting any of the foregoing, you are responsible for ensuring that the email address you provide to us is valid and that the services, software or systems you use to access your email ("Email Systems") do not block or filter Communications (as defined below). We ask that you use your personal email address when registering. If you provide us with a non-personal email address or use an Email System that interferes with the delivery of Communications, we may not be able to provide you with certain Services. Your failure to provide us with an email address to which we can consistently deliver email may result in the termination of your account.

### **C. Your Password.**

During the registration process we may provide you with a unique registration number. We will also either ask you to create a password or assign you a random password, which you can change at any time by logging onto the "Account" portion of the Services. Alternatively, you may have the option of using your Facebook login credentials or similar login processes or co-registration

forms from or on other third party websites to create an account and authenticate your access to the website. Because any activities that occur under your account are your responsibility, it is important for you to keep your password secure. Notify us immediately if you believe that someone has used your account without your authorization.

#### **D. Communications.**

From time to time we will send you communications, in keeping with our [Privacy Policy](#) and as otherwise permitted in these Terms of Service ("Communications"). Please note that any number of issues may interfere with your receipt of such Communications, including some types of Email Systems that may use filtering or blocking techniques that are intended to block email. We are not responsible for the actual delivery or your actual receipt of these Communications.

## **2. PAID SERVICES**

Access to some of the Services requires the purchase of Paid Services. If you elect to purchase Paid Services, you agree to our storage of your payment information and understand that your Paid Services are personal to you, such that you may not transfer or make available your account name and password to others. Any distribution or sharing by you of your account name and password may result in cancellation of your Paid Services without refund and/or additional charges based on unauthorized use. We reserve the right, from time to time, to change the Paid Services, with or without prior notice to you.

#### **A. Payment.**

Prices for all Paid Services are in U.S. dollars and exclude any and all applicable taxes, unless expressly stated otherwise. To the extent permissible under law, you are responsible for any applicable taxes, whether or not they are listed on your receipt or statement. All applicable taxes are calculated based on the billing information you provide us at the time of purchase. If you purchase Paid Services, you agree to pay, using a valid credit or debit card or other form of payment that we may accept from time to time ("Payment Method"), the applicable fees and taxes (if any) set forth in the offer that you accepted. We reserve the right, upon prior notice to you, to change the amount of any fees and to institute new fees, effective at the end of your current subscription period. All authorized charges will be billed to your designated Payment Method on the terms described in the specific offer. If payment cannot be charged to your Payment Method or your payment is returned to us for any reason, we reserve the right to either suspend or terminate your access to the unpaid-for Paid Services. It is your responsibility to ensure that sufficient funds are available to cover the charges for the Paid Services, and we have no liability for any overdraft or other fees that you may incur as a result of our processing of your payment.

#### **B. Automatic Renewal Program.**

Upon your acceptance of an offer for the purchase of any subscription-based Paid Services, you will be enrolled in our automatic renewal program to help ensure that there is no interruption in your access to such Paid Services. Under this program, you authorize us to automatically renew

your subscription at the end of the term of the subscription you purchased, and each subsequent term, for the same term length of the subscription you initially purchased (unless otherwise stated in the offer you accepted). Unless you change your renewal status as described below, at the time of each such renewal you authorize us to charge your designated Payment Method at the then-current, non-promotional price (unless otherwise stated in the offer you accepted) for the renewal of your subscription. If you no longer want to be enrolled in our automatic renewal program, you can change your renewal status at any time by completing the following steps:

- Classmates.com - logging onto the [Account](#) portion of the Classmates.com Website, clicking on "Account & Billing" and changing your renewal option from "automatic" to "manual."
- Intelius.com – logging onto the [My Account](#) portion of the Intelius.com Website and click on "cancel my membership."
- USSearch.com - logging onto the [Your Account](#) portion of the USSearch.com Website and click on "cancel service."

Please note that completing these steps will only stop future automatic renewals of your current subscription and will not impact any automatic renewals that occurred prior to the date that you completed these steps.

### **C. Current Information.**

You must provide us with current, complete and accurate information for your Payment Method. You must promptly update all information to keep your Payment Method current, complete and accurate (such as a change in billing address, card number or expiration date), and you must promptly notify us if your Payment Method is cancelled (including if you lose your card or it is stolen), or if you become aware of a potential breach of security (such as an unauthorized disclosure or use of your name or password). Changes to such information can be made by accessing the Account portion of the applicable Website or by contacting the applicable Customer Support. If you fail to provide us with any of the foregoing information, you agree that you are responsible for fees accrued under your Payment Method. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as allowed or provided by your credit or debit card issuer.

### **D. No Refund Policy.**

All fees relating to Paid Services, including the initial fees and any subsequent automatic renewal fees (as described above), are non-refundable. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, we may in our discretion cancel your Paid Services immediately. If we successfully dispute the reversal, and the reversed funds are returned to us, you are not entitled to a refund or to have your Paid Services reinstated.

## **3. SPECIAL TERMS THAT APPLY TO CLASSMATES USERS**

### **A. Classmates Member Conduct - Community Guidelines.**

The Classmates Services contain areas that enable members to communicate and share information, including without limitation sending email through the Services, providing information on your profile pages, and posting information on message boards, forums and other areas where you may interact with other members (collectively, the "Communication Tools"). When you use the Communication Tools, you may have the opportunity to disclose, post, upload, or otherwise publicly display, or to share directly with other members, information and other content, including without limitation biographical information, photographs, stories and comments (collectively, "Content"). While we may provide you with these Communications Tools, we also wish to remind you that you should choose carefully what information you post via the Services and share with other members.

You are required to use the Communication Tools responsibly, just as you would act responsibly when communicating or interacting with others in your offline communities. As a result, we expect and require that you take full responsibility for the Content that you post on or send through the Classmates Services. We have established some "Community Standards" that outline your responsibilities when using the Communication Tools.

The following Classmates Community Standards apply to and govern your use of the Communication Tools:

- Do not create a false identity, impersonate any person or entity, or otherwise misrepresent yourself, your age or your affiliation with any person or entity
- Do not register more than one personal membership or register on behalf of another person
- Do not post telephone numbers, street addresses or email addresses in Content that is publicly accessible on the Services, with the exception of the location of a reunion or other appropriate event
- Do not engage in behavior meant to threaten, harass, intimidate or bully others or which constitutes predatory or stalking conduct
- Do not use the Services as a venue to air personal disputes with other individuals
- Do not provide any Content that is illegal, obscene, pornographic or sexually explicit, depicts graphic or gratuitous violence or illegal drug paraphernalia, or is derogatory, demeaning, malicious, defamatory, abusive, hateful, racially or ethnically offensive, or otherwise determined to be objectionable
- Do not provide any Content that encourages a criminal offense or infringes, misappropriates, or otherwise violates the intellectual property rights or other rights of any third party
- Do not post web addresses that link to pornographic or inappropriate content, websites that promote your or someone else's commercial gain, websites that provide services similar to those offered by us, or any other content that violates these Community Standards
- Do not provide or post private communications from us or any other party without such party's permission
- Do not copy or re-post content provided by others or otherwise use information or content you obtained on the Services in any manner not authorized by us or the contributor

- Do not participate in any unauthorized or unsolicited promotions, advertising, junk mail, spam, or any other form of solicitation, or otherwise use the Services for any commercial purpose
- Do not violate any applicable local, state, national and international law or regulation
- Do not interfere with, interrupt, destroy or limit the functionality of the Services or any computer software or hardware or telecommunications equipment
- Do not try to gain unauthorized access to the Services, other members' accounts, or computers connected to the Services
- Do not collect users' content or information, or otherwise access the Services, using automated means, such as scripts, bots, robots, spiders or scrapers
- Do not do anything that could damage, disable, overburden or impair the proper working or appearance of the Services, such as a denial of service attack or interference with page rendering or other functionality

## **B. Classmates Member Conduct - Monitoring and Enforcement.**

We do not actively monitor the Communication Tools or the Content that is provided through such Communication Tools, nor are we obligated to do so. Accordingly, we do not guarantee the accuracy, integrity or quality of the Content. Because individuals sometimes choose not to comply with our policies and practices, you may be exposed to Content that you find offensive or otherwise objectionable. We encourage you to use the tools available on the Classmates Services to report any Content that you think may violate the Community Standards. We may investigate the complaints that come to our attention, but are not obligated to do so. If we choose to investigate, we will take any action that we believe is appropriate in our sole discretion, such as issuing warnings, removing the Content, or suspending or terminating accounts. However, because situations and interpretations vary, we also reserve the right not to take any action. In such cases, we may not remove Content that you believe is objectionable. Please remember that you can always choose to refrain from using any part of the Services that exposes you to something that you are uncomfortable with. Under no circumstances will we be liable in any way for any Content, including any errors or omissions in any Content or any loss or damage of any kind incurred as a result of the use of, access to or denial of access to any Content. In addition, we are not responsible for the conduct, whether online or offline, of any user of the Website or member of these Services.

## **C. Submitting or Posting Content on Classmates.**

We do not claim ownership of any of the Content you submit or post through the Classmates Services or allow us to obtain from third parties to include in the Services. Instead, you hereby grant us a royalty-free, worldwide, transferable, sub-licensable, non-exclusive license to use, reproduce, publish, store, distribute, display, communicate, perform, transmit, create derivative works based upon, and promote such Content (in whole or in part) in any medium now known or hereafter devised. Please remember that you are ultimately responsible for all of your Content, and you therefore warrant and represent that you are entitled to grant the foregoing license and that the Content does not violate any third party rights. No compensation will be paid for the use of your Content.

## **4. SPECIAL TERMS THAT APPLY TO INTELIUS & US SEARCH USERS**

### **A. Intelius and US Search Member Conduct.**

The following member conduct guidelines apply to and govern your use of the Intelius or US Search Services:

- Do not create a false identity, impersonate any person or entity, or otherwise misrepresent yourself, your age or your affiliation with any person or entity
- Do not register more than one personal account/membership or register on behalf of another person
- Do not engage in behavior meant to threaten, harass, intimidate or bully others or which constitutes predatory or stalking conduct
- Do not use the Services to seek information about or harm minors in any way
- Do not provide or post private communications from us without permission
- Do not violate any applicable local, state, national and international law or regulation
- Do not interfere with, interrupt, destroy or limit the functionality of the Services or any computer software or hardware or telecommunications equipment
- Do not try to gain unauthorized access to the Services, other members' accounts, or computers connected to the Services
- Do not resell any of the products or services that you purchase from us
- Do not collect users' content or information, or otherwise access the Services, using automated means, such as scripts, bots, robots, spiders or scrapers
- Do not do anything that could damage, disable, overburden or impair the proper working or appearance of the Services, such as a denial of service attack or interference with page rendering or other functionality

### **B. FCRA Restrictions.**

We do not provide consumer reports and are not a consumer reporting agency as defined by the [Fair Credit Reporting Act \(15 U.S.C. § 1681b\)](#) (the "FCRA"). The Services cannot be used to determine an individual's eligibility for credit, insurance, employment, housing or any other purpose prohibited under the FCRA Federal Trade Commission or court interpretations of the FCRA, or similar statutes or determinations.

### **C. Additional Restrictions.**

When using the Intelius or US Search Services, you should not assume that the data available through these Services include a complete or accurate representation of a person's criminal or civil judgment background or other information. Certain records, such as criminal, marriage, divorce, etc. may not be available in all states and counties. The data contained in the databases used by the Services have been compiled from publicly available information (such as from court records, phone directories, social networks, business websites, and other public sources) and other proprietary sources for the specific purposes of locating individuals and/or providing general background information about individuals. Our technology can also analyze public data to reveal possible relationships, even when official records aren't available. WE HAVE NOT

VERIFIED THE DATA OR INFORMATION AVAILABLE THROUGH THE SERVICES AND DO NOT WARRANT ITS ACCURACY, LEGITIMACY, TIMELINESS, LEGALITY OR COMPLETENESS. ANY DATA OR INFORMATION PURCHASED FROM US VIA THE SERVICES IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR NON-INFRINGEMENT.

#### **D. Search Products.**

All reports purchased via the Intelius and US Search Services are made available in the Account section of the applicable Website for a limited time, as follows:

- Intelius reports are made available for 45 days from date of purchase.
- US Search reports are made available for 1 year from date of purchase.
- Reports obtained via a subscription service are made available for as long as the subscription remains active.

To extend their availability, search reports may be printed or saved digitally using common web browser features.

### **5. OUR PROPERTY RIGHTS**

The Services, and all of the content, information and other material that they contain, other than the Content posted by our users, are owned by us, or our third party licensors, and are protected by intellectual property and other rights and laws throughout the world. Subject to your compliance with these Terms of Service, we grant you a limited, revocable, non-exclusive, non-assignable, non-sublicenseable license for the period of your membership to access the Services and view any materials available on the Services for the sole purpose of using the Services. Aside from this limited license, nothing found on the Services maybe copied, reproduced, republished, distributed, sold, licensed, transferred or modified without our express written permission. In addition, the trademarks, domain names, logos and service marks displayed on the Services are our property or the property of our licensors. This Agreement does not grant you any right or license with respect to any such trademarks, domain names, logos or service marks. If you are aware of Materials on the Services that infringes the copyright or other right of a third party, please contact us through the Copyright Infringement Policy process, which is described in Section 9 below.

### **6. AVAILABILITY OF SERVICES**

We do not provide you with access to the Internet or the equipment necessary to access the Internet or the Services. You are responsible for the fees charged by others to obtain access to the Services and for obtaining the equipment necessary to access the Services. From time to time we may modify, suspend or discontinue any of the Services with or without notice to you. We shall not be liable to you for any such modification, suspension or discontinuance. We may establish certain policies and practices concerning use of the Services, such as the maximum number of

email messages, search reports, message board postings or other Content that can be sent through the Services and the number of days that these items will be retained on our systems. We have no responsibility or liability for the deletion or failure to store any messages and other communications or other Content, or search reports maintained or transmitted by or through the Services. We reserve the right to change our practices and policies at any time, in our sole discretion, with or without notice to you.

## **7. LINKING TO OR FROM THE SERVICES**

You cannot link to the Services without our prior written consent. While the Services may have links to the websites of third parties, we have no control over those websites. We are not responsible or liable for any content, advertising, products, services, information or other materials on or available from those websites. We are also not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, advertising, products, services, information or other materials on those websites.

## **8. TERMINATION**

You may terminate your account, for any or no reason, at any time by contacting Customer Support through the applicable Website (see Section 2 above for more information about termination of Paid Services). We may terminate your account, for any or no reason, at any time, with or without notice. If we determine, in our sole discretion, that you are not in compliance with the Terms of Service or Privacy Policy, we reserve the right to restrict, suspend or terminate your account. Upon any termination of your account, we may immediately deactivate or delete your account and all related information and/or bar any further access to your account, Content or information. If you have purchased Paid Services from us, any termination by you, or by us with cause, is subject to the no-refund policy described in Section 2(D) above.

## **9. COPYRIGHT INFRINGEMENT POLICY**

In compliance with the Digital Millennium Copyright Act ("DMCA"), we have established the procedure outlined below to address alleged copyright infringement on the Services. If you believe that your work has been copied and has been posted on the Services in a way that constitutes copyright infringement, you may provide us with notice of your complaint by providing our Designated Copyright Agent with the following information in writing:

1. The electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing, with information about its location reasonably specific to permit us to locate the material;
4. Your name, address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

6. A statement, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

To be effective, your notification must be in writing and include the above information. Our Designated Copyright Agent to receive your notification is:

**Name of Agent:**Intellectual Property Manager

**Address:**1501 Fourth Avenue, Suite 400, Seattle, WA 98101

**Telephone Number of Designated Agent:**(206) 301-5800

**Facsimile Number of Designated Agent:**(206) 301-5795

**Email Address Designated Agent:** [copyrightnotice@peopleconnect.us](mailto:copyrightnotice@peopleconnect.us)

We, in our sole discretion, reserve the right to refuse additional Content from members who have posted allegedly infringing material, to delete the material, and/or to terminate such members' accounts.

After receiving a notification, we will process and investigate the notification and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of a notification that complies or substantially complies with the DMCA (as set forth above), we will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We will promptly take reasonable steps to notify the member that is the subject of the notification that it has removed or disabled access to such material.

If you are subject to a notification, you may provide us with a counter notification by providing our Designated Copyright Agent the following information in writing:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which we may be found and that you will accept service of process from the person who provided the initial notification of alleged infringement.

Upon receipt of a proper counter notification under the DMCA (as set forth above), we will promptly provide the person who provided the initial notification with a copy of the counter notification and inform that person that we will reinstate the removed material or cease disabling access to it in ten (10) business days. Additionally, we will replace the removed material and

cease disabling access to it not less than ten (10), nor more than fourteen (14) business days following receipt of the counter notice, unless our Designated Copyright Agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the Services.

## **10. DISCLAIMER OF WARRANTIES**

YOU UNDERSTAND AND AGREE THAT:

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE FUNCTIONS, MATERIALS AND CONTENT OF THE SERVICES ARE NOT WARRANTED TO BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, AND WE MAKE NO WARRANTY THAT THE INFORMATION ON THE SERVICES WILL BE ACCURATE, CURRENT OR RELIABLE OR THAT THE QUALITY ANY PRODUCTS, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. WE DISCLAIM ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. YOU ASSUME THE ENTIRE RISK OF LOSS AND DAMAGE DUE TO YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO THE COST OF REPAIRS OR CORRECTIONS TO YOUR HARDWARE OR SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AND AS A CONSEQUENCE SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

## **11. LIMITATIONS OF LIABILITY**

YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR SOLE RISK. WE, OUR PARENTS, SUBSIDIARIES AND OTHER AFFILIATES, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, AGENTS AND CONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES), WHICH YOU MAY INCUR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE SERVICES. IN ADDITION, OUR AGGREGATE LIABILITY WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE TWELVE MONTHS PRIOR TO THE DATE ON WHICH YOUR CLAIM AROSE. THE FOREGOING LIMITATIONS OF LIABILITY ARE PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (INCLUDING WITHOUT LIMITATION WARRANTY, TORT, NEGLIGENCE, CONTRACT OR STRICT LIABILITY), EVEN IF WE HAVE BEEN TOLD OF THE POSSIBILITY OF ANY SUCH

DAMAGE AND EVEN IF THE AVAILABLE REMEDIES FAIL THEIR ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND AS A CONSEQUENCE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN ANY SUCH CASE, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

## **12. INDEMNIFICATION**

You shall indemnify and hold harmless, and at our request, defend us, our parents, subsidiaries, and other affiliates, as well as their respective owners, directors, officers, shareholders, employees, licensors, agents and contractors (each, an "Indemnified Party") from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees, an allocation for in-house counsel, and other legal costs) arising out of your acts or omissions, including claims resulting from your use of the Services, your submission, posting or transmission of information or Content, or any breach of your obligations set forth in the Terms of Service or Privacy Policy. You shall reimburse each Indemnified Party on demand for any costs, expenses and liabilities incurred by such Indemnified Party to which this indemnity relates.

## **13. MANDATORY ARBITRATION, DISPUTE RESOLUTION AND CLASS ACTION WAIVER**

**PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. YOU AND THE PEOPLECONNECT ENTITIES EACH AGREE THAT ANY AND ALL DISPUTES THAT HAVE ARisen OR MAY ARISE BETWEEN YOU AND THE PEOPLECONNECT ENTITIES SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT, IF YOUR CLAIMS QUALIFY.**

You and PeopleConnect and/or its parent companies, subsidiaries, affiliates, and/or any and all of their respective directors, officers, employees and contractors (each a "PeopleConnect Entity" and, together, the "PeopleConnect Entities") agree to arbitrate any and all disputes and claims between them ("Dispute(s)"), except as otherwise specifically provided below. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award.

This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: (1) Disputes related in any way to the Services, billing, privacy, advertising or our communications with you; (2) Disputes arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (3) Disputes that arose before your agreement to these Terms of Services or any prior agreement; (4) Disputes that are currently the subject of purported class action litigation in which

you are not a member of a certified class; and (5) Disputes that may arise after the termination of your use of the Services.

## A. CONTACT US FIRST.

If you intend to pursue or participate in any Dispute in arbitration or small claims court (solely to the extent specifically provided below), you must first notify us of the dispute in writing at least thirty (30) days in advance of initiating arbitration or the small claims court action (if applicable) and attempt to informally negotiate a resolution to the Dispute in good faith. Notice to us should be sent via certified mail to: PeopleConnect, Inc., 1501 4th Avenue, Suite 400, Seattle, WA 98101, Attention: Legal Department. The notice of Dispute must: (a) include your name, address, phone number, and email address(es) used to register with or use the Services; (b) describe the nature and basis of the Dispute; (c) enclose and/or identify all relevant documents and/or information; and (d) set forth the specific relief sought. If the applicable PeopleConnect Entity and you do not reach an agreement to resolve the Dispute within thirty (30) days after the notice is received, you may commence with a formal arbitration proceeding or small claims court action (if applicable).

## B. MANDATORY AND BINDING ARBITRATION PROCEDURES

**YOU UNDERSTAND THAT BY THIS PROVISION, YOU AND THE  
PEOPLECONNECT ENTITIES ARE FOREGOING THE RIGHT TO SUE IN COURT  
AND HAVE A JURY TRIAL. THE FEDERAL ARBITRATION ACT GOVERNS THE  
INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT TO ARBITRATE.**

- i. **Rules.** The arbitration will be governed by the Consumer Arbitration Rules of the American Arbitration Association (“AAA”), if applicable, as modified by this section. The AAA’s rules and a form for initiating the proceeding are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 800.778.7879. The arbitration will be presided over by a single arbitrator selected in accordance with the AAA rules.
- ii. **Location.** Unless otherwise required by the AAA rules, the arbitration shall be held in Seattle, Washington. You and PeopleConnect may elect to have the arbitration conducted based solely on written submissions, subject to the arbitrator’s discretion to require an in-person hearing. In cases where an in-person hearing is held, you or the applicable PeopleConnect Entity may attend by telephone, unless the arbitrator requires otherwise.
- iii. **Cost Sharing.** Payment of all filing, administration and arbitrator fees will be governed by the AAA’s rules, unless otherwise stated in this agreement. The applicable PeopleConnect Entity will pay as much of the filing, administration and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, unless the arbitrator determines that a Dispute was filed for purposes of harassment or is patently frivolous. Reasonable documented attorneys’ fees of both parties will be borne by the party that ultimately loses.
- iv. **Arbitrator’s Decision.** The arbitrator will decide the substance of the Dispute in accordance with the laws of the state of Washington, regardless of choice of law principles, and will honor all claims of privilege recognized by law. The arbitrator will have the power to award a party any relief or remedy that the party could have received

in court in accordance with the law(s) that apply to the Dispute. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**C. CLASS ACTION WAIVER.**

**ANY PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. NEITHER PARTY SHALL BE A MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING, AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL DISPUTE OR CLAIM. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S DISPUTES, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE PEOPLECONNECT ENTITIES DO NOT CONSENT TO CLASS ARBITRATION. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.**

**D. ARBITRATION OPT-OUT.** You have the right to opt-out and not be bound by this arbitration provision by sending written notice of your decision to opt-out to: PeopleConnect Arbitration Opt-Out, 1501 Fourth Avenue, Suite 400, Seattle, WA 98101. This notice must be sent within thirty (30) days of your first use of the Services or, if you are already a user of the Services upon initial release of this arbitration provision, within thirty (30) days of our email notice to you of that initial release.

The opt-out notice must state that you do not agree to this agreement to arbitrate and must include your name, address, phone number and email address(es) used to register with or use the Services. You must sign the opt-out notice for it to be effective. Any opt-out not received within the applicable thirty (30) day period set forth above will not be valid.

If you opt-out of the agreement to arbitrate, you and the PeopleConnect Entities agree that any Disputes will be resolved by a state or federal court located in King County, Washington, and you consent to the jurisdiction and venue of such court.

**E. SMALL CLAIMS.** You may choose to pursue your Dispute in small claims court (rather than arbitration) where jurisdiction and venue over the applicable PeopleConnect Entity and you are proper, and where your claim does not include a request for any type of equitable relief, and so long as the matter advances on an individual (non-class) basis.

**F. INJUNCTIVE RELIEF.** Notwithstanding anything to the contrary in the foregoing, either party may bring suit in court seeking a temporary or preliminary injunctive relief, which shall then be subject to review by the arbitrator should such party further seek permanent injunctive relief in arbitration.

**G. TIME LIMIT TO PURSUE DISPUTE.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms of Service or [Privacy Policy](#) must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**H. CHANGES TO ARBITRATION CLAUSE.** We may make changes to this arbitration provision during the term of our Services to you. You may reject any material changes by sending us written objection within thirty (30) days of the change to PeopleConnect, Inc., 1501 Fourth Avenue, Suite 400, Seattle, WA 98101, Attention: Legal Department. By rejecting any future material change, you are agreeing to arbitrate in accordance with the unmodified language of the previous version.

## **14. MISCELLANEOUS TERMS**

Our relationship is not one of agency or partnership and neither you nor we shall be deemed to be a partner, employee, fiduciary, agent or representative of the other by your use of the Services. You may not assign or transfer your rights to any third party. The terms and conditions in these Terms of Service are severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall still be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other provisions. If we fail to enforce any provision of these Terms of Service it shall not constitute a waiver of such provision. We may assign our rights and obligations under these Terms of Service. These Terms of Service will inure to the benefit of our successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms of Service, or to exercise any right thereunder, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and will remain in full force and effect. The Terms of Service, the [Privacy Policy](#), and any additional terms incorporated by reference herein will be governed by the laws of the state of Washington and constitute the entire understanding between us regarding your access to, license and use of the Services and supersede any prior agreements, statements or representations with respect to the same.

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## **EXHIBIT 2**

Classmates Online, Inc.  
Last Updated: February 21, 2007

Welcome to Classmates! By accessing and using the Classmates website ("Website"), you are agreeing to the following Terms of Use. We encourage you to review the Terms of Use, along with the Privacy Policy (<http://www.classmates.com/cmo/privacy.jsp>), which is incorporated by reference, as they form a binding agreement between Classmates and you. In addition, because Classmates may revise these Terms of Use from time to time, in our discretion, we also encourage you to check back periodically to familiarize yourself with any changes. If we make any changes or modifications, we will post the updated Terms of Use on the Website. Please note that the changes become effective immediately at the time of posting. Remember that this Terms of Use applies only to the Website and does not apply to the content of third parties.

In addition, when using particular Services, you and Classmates shall be subject to additional terms and any posted guidelines or rules applicable to such services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms of Use. If any terms contained in this Terms of Use conflict with any terms contained within such guidelines or rules, or the Additional Terms, then the terms in this Agreement shall control.

If you have any questions regarding the use of the Website please refer first to the Help Section of the Frequently Asked Questions. All other questions or comments about the Website or its contents should be directed to Classmates Member Care Department.

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## **1. BECOMING A MEMBER AND REGISTERING ON THE WEBSITE.**

**A. Accessing the Site and Becoming a Member.** THE WEBSITE IS INTENDED SOLELY FOR ACCESS AND USE BY INDIVIDUALS 18 YEARS OF AGE AND OLDER. BY ACCESSING AND USING THE WEBSITE, YOU ARE CERTIFYING THAT YOU ARE AT LEAST 18 YEARS OLD. While there are parts of the Website that are available only to individuals who purchase a fee-based membership and services, there is no cost to register on our Website or use our non-fee based services (collectively, the "Services"). If you are merely surfing or browsing through the site and have not yet registered to become a member, your use of the Website is still subject to the Terms of Use; if you do not agree to the Terms of Use, do not use the Website. The specific Services available to you will vary depending upon whether you register as a member and whether or not you choose to purchase a fee-based membership or service. Your use of the Website may also be subject to additional terms outlined elsewhere in this agreement (the "Additional Terms"). Please review these Additional Terms as they also form a binding part of our agreement with you. Once you register with us as a non-paying member or purchase a fee-based Classmates subscription or product, we consider you a "member" of the Classmates community. Your membership and password are only valid for your personal, non-commercial use of the Website.

**B. Your Information.** When you register on the Website we may ask you to provide us with certain personal information about yourself including, without limitation, your name, address, telephone number, email or other electronic address and applicable billing information (e.g., credit card number and expiration date) (collectively, "Your Information"). Please review our Privacy Policy (<http://www.classmates.com/cmo/privacy.jsp>) for clarification on how we may use Your Information and other information that you may provide or submit while using the Website and our Services. For your part, you agree that all Your Information that you provide to us or post on the Website is complete, accurate and up to date. You will notify us of any changes to Your Information. If you fail to update Your Information or if all or part of Your Information is (or appears to be) untrue, inaccurate, or incomplete we may suspend or terminate your membership and refuse any and all current or future use of our Website and Services, without refund to you of any fees paid.

Without limiting any of the foregoing, you are responsible for ensuring that the email address you submit to the Site as part of your registration and during the course of your membership is valid and that the services, software or systems you use to access your email ("email Systems") do not block or filter Classmates Communications. Please note that your work email may be subject to additional limitations placed on its use by your employer. We ask that you use your personal email address when registering as a member. If you choose to register with your work email, or use an email System that interferes with the delivery of Classmates Communications, we may not be able to provide you with certain Services.

In order to cooperate with governmental requests, subpoenas or court orders, to protect our systems, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including, without limitation, Your Information, IP address and traffic information, usage history, and Content you have posted

on the Website. Our right to disclose any such information shall govern over any terms of our Privacy Policy (<http://www.classmates.com/cmo/privacy.jsp>).

**C. Your Password.** During the registration process we will provide you with a unique registration number. We will also ask you to create a password. Because any activities that occur under your registration number or password are your responsibility it is important for you to keep your registration number and password secure. Notify us immediately if you believe that someone has used your registration or password without your authorization.

**D. Communications.** From time to time we will send you communications, in keeping with our Privacy Policy (<http://www.classmates.com/cmo/privacy.jsp>) and as otherwise permitted in these Terms of Use ("Classmates Communications"). Please note that any number of issues may interfere with your receipt of such communications, including, without limit, some types of email Systems that may use filtering or blocking techniques that are intended to block email. Classmates is not responsible for the actual delivery or your actual receipt of these communications.

## **2. MEMBER CONDUCT.**

**A. Community Guidelines.** The Website contains areas that enable members of the community to communicate and share information, such as message boards, forums and other areas where you may interact with other members through posting or sharing of content(collectively the "Communication Tools"). When you use the Communication Tools, you may have the opportunity to disclose, post, or otherwise upload to publicly accessible portions of the Website, or share with other members, information and other content, including but not limited to biographical information, photographs and stories (collectively, the "Content"). While we may provide you with these tools and opportunities, we also wish to remind you that you should choose carefully which information you post on the Website and that you provide to other members.

You are required to use the Communication Tools responsibly, just as you would act responsibly when communicating or interacting with others in your offline communities. As a result, we expect and require that you take full responsibility for the Content that you post or send through the Website. We have established some Community Guidelines that we hope will increase your awareness of your responsibilities to others when using the Communication Tools and will enhance your enjoyment of our Website. These Guidelines are incorporated by reference into this Terms of Use. We may update these Guidelines from time to time. In addition to your adherence to the Guidelines, you specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

The following Community Guidelines apply to and govern your use of the Communication Tools:

- Do contribute responsibly in the forums;
- Do treat others in the community with respect;
- Do let us know if you come across Content that you find offensive, possibly unlawful, or that you believe otherwise violates these Community Guidelines;

- Don't upload, post, email, transmit or otherwise make available ("Provide") any Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable;
- Don't Provide any Content that encourages a criminal offense or violates the rights of any party;
- Don't impersonate anyone else or misrepresent your affiliation with a person or entity;
- Don't participate in any unauthorized or unsolicited promotions, advertising, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation, or otherwise use the website for a commercial purpose;
- Don't violate any applicable local, state, national and international law or regulation;
- Don't Provide any correspondence from Classmates or another party without such party's permission;
- Don't interfere with, interrupt, destroy or limit the functionality of the Website or any computer software or hardware or telecommunications equipment;
- Don't harass others;
- Don't use other members' personal data for purposes other than establishing contact that is reasonably expected to be welcomed by the friend or acquaintance.
- Don't try to gain unauthorized access to the Website, other members' accounts, or computers connected to the Website; and
- Don't post telephone numbers, street addresses, last names, URLs or email addresses in Content that is publicly accessible on the Website.

**B. Monitoring and Enforcement.** We do not actively monitor the message boards and other Communication Tools or the Content that is posted or provided through such tools, nor are we obligated to do so. And since we don't, and may not have the ability to, control or actively monitor the Content, we don't guarantee its accuracy, integrity or quality. Because community standards vary and individuals sometimes choose not to comply with our policies and practices, in the process of using our Website, you may be exposed to Content that you find offensive or objectionable. You can contact our Member Care Department to let us know of Content that you find objectionable. We may investigate the complaints that come to our attention. If we choose to investigate the complaint, we will take any action that we believe is appropriate, including, but not limited to issuing warnings, removing the Content or terminating memberships. However, because situations and interpretations vary, we also reserve the right not to take any action. In such cases, we may not remove Content that you believe is objectionable or offensive. Please remember that you can always choose to refrain from using any part of the Website that exposes you to something that you are uncomfortable with. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any Content.

### **3. SUBMITTING OR POSTING CONTENT.**

When you participate in the Classmates community you are granting Classmates certain rights to use the Content you submit or post through the Website. By submitting Content you grant us a royalty-free, worldwide, non-terminable, non-exclusive license to use, reproduce, modify, adapt, edit, market, publish, store, distribute, have distributed, publicly and privately display,

communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote such Content (in whole or in part) in any medium now known or hereafter devised, for editorial, commercial, promotional and all other purposes including, without limitation, the right to publish your name in connection with your Content; and the right to sublicense any or all of these rights. You acknowledge that Classmates owns all right, title, and interest in any compilation, collective work or other derivative work created using or incorporating the Content. Please remember that you are ultimately responsible for all Content that you provide and you warrant and represent that: (i) the Content does not and will not infringe on any copyright or any other third party right nor violate any applicable law or regulation; and (ii) you have the right to grant any and all necessary rights and licenses provided in this Section 3, including without limitation, all necessary copyright and other related rights to the Content, free and clear of all claims and encumbrances without violating the rights of any person or entity, including any right to privacy or publicity; and (iii) that each person depicted in any picture or photograph that you submit as part of the Content, if any, has provided consent to the use of the photograph. No compensation will be paid for the use of your Content, including, without limit, any photograph you may provide.

#### **4. CLASSMATES PROPERTY RIGHTS.**

The Website (and all of the material that it contains) is owned by Classmates Online, Inc., or its third party licensors and is protected by intellectual property and other laws throughout the world. Nothing found on the Website may be copied, reproduced, republished, distributed, sold, licensed, transferred or modified without the express written permission of Classmates. In addition, the trademarks, logos and service marks displayed on the website are the property of Classmates or its licensors. If you are aware of material on the Website that infringes copyright, please contact us through the Copyright Infringement Policy process, which is described below.

**UNAUTHORIZED USE, COPYING, REPRODUCTION, MODIFICATION, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIUBTING OR DUPLICATING OR ANY OTHER MISUSE OF ANY PART OF THE WEBSITE IS PROHIBITED.** Nothing contained in the Terms of Use or in the materials on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any material in any manner without the prior written consent of Classmates or such third party that may own the material or intellectual property displayed on this Website. In addition, use of the content or materials for any purpose not expressly permitted in the Terms of Use is prohibited.

#### **5. AVAILABILITY OF SERVICES.**

Classmates does not provide you with access to the Internet or the equipment necessary to access the Internet or the Website or Services. You are responsible for the fees charged by other parties to obtain access to our Website and Services (by way of example only, Internet service provider or airtime charges) and for providing the equipment necessary to access the Website and Services. From time to time Classmates may modify, suspend or discontinue any of the Services offered on our Website without notice to you. Classmates shall not be liable to you for any modification, suspension or discontinuance of Services. Classmates may establish certain policies and practices concerning use of the Services, including without limitation the maximum number of email messages, message board postings or other Content that can be sent through our

Services and the number of days that these items will be retained on our systems. Classmates has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by or through our Services. We reserve the right to change our practices and policies at any time, in our sole discretion, with or without notice to you.

## **6. THIRD-PARTY OFFERS.**

We may allow other companies to offer you products and services, including offers through our Website or via email. Whether or not you decide to participate in such an offer is up to you. Your participation in any of these offers, including payment and delivery of related goods or services and the terms, conditions, warranties or representations associated with such offers, is solely between you and the third-party company. You agree that Classmates shall not be liable for any costs or damages you may incur resulting from your decision to enter such transactions.

## **7. LINKING TO OR FROM OUR WEBSITE.**

You cannot link to our Website without our prior written consent. While our Website may have links to the websites of other companies and parties, Classmates has no control over those websites. Classmates is not responsible or liable for any content, advertising, products, services or other materials on or available from those websites. Classmates is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, advertising, products, services or other materials on those websites.

## **8. TERMINATION/CANCELLATION.**

You may terminate your registration at any time by contacting our Member Care Department. If you have a dispute with us relating to the Website or the Services, you may cancel your registration or cease use of the Website. The cancellation of your membership or ceasing all use of our Website is your only remedy with respect to any such dispute that you may have with us. We will attempt to process all cancellation requests within 72 hours after we receive your request. If you have purchased a fee-based Service from us, any such termination or cancellation is subject to the refund policy described in the Additional Terms. From time to time certain members do not comply with the terms and conditions in the Terms of Use. If we determine, in our sole discretion, that you are not in compliance with the Terms of Use, we reserve the right to terminate your membership. Upon any termination or cancellation of your membership, we may immediately deactivate or delete your membership and all related information and/or bar any further access to your membership or information.

## **9. PRIVACY.**

Classmates believes strongly in protecting the privacy of users of the Website and providing you with notice of our collection and use of data, including personally identifying information collected from the Website. Therefore, Classmates has adopted a Privacy Policy (<http://www.classmates.com/cmo/privacy.jsp>), which is incorporated herein by reference, that you should read to fully understand how we collect and use information.

## **10. COPYRIGHT INFRINGEMENT POLICY.**

In compliance with the Digital Millennium Copyright Act ("DMCA"), Classmates has established the procedure outlined below to address alleged copyright infringement on the Website. If you believe that your work has been copied and has been posted to this Website in a way that constitutes copyright infringement, you may provide Classmates with notice of your complaint by providing Classmates' Designated Copyright Agent with the following information in writing:

1. the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
2. identification of the copyrighted work that you claim has been infringed;
3. identification of the material that is claimed to be infringing, with information about its location reasonably specific to permit Classmates to locate the material;
4. your name, address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

To be effective, your notification must be in writing and include the above information.

Classmates' Designated Copyright Agent to receive your notification is:

Name of Agent: Intellectual Property Manager

Address: 2001 Lind Ave SW, Renton, WA 98055

Telephone Number of Designated Agent: (425) 917-5000

Facsimile Number of Designated Agent: (425) 917-5001

Email Address Designated Agent: [copyrightnotice@classmates.com](mailto:copyrightnotice@classmates.com)

Classmates, in its sole discretion, reserves the right to refuse additional Content from members who have posted allegedly infringing material, and / or delete the material, or to terminate such members' accounts.

After receiving a notification, Classmates will process and investigate the notification and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of a notification that complies or substantially complies with the DMCA (as set forth above), Classmates will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. Classmates will promptly take reasonable steps to notify the member that is the subject of the notification that it has removed or disabled access to such material.

If you are subject to a notification, you may provide us with a counter notification by providing our Designated Copyright Agent the following information in writing:

1. your physical or electronic signature;

2. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which Classmates may be found and that you will accept service of process from the person who provided the initial notification of alleged infringement.

Upon receipt of a proper counter notification under the DMCA (as set forth above), Classmates will promptly provide the person who provided the initial notification with a copy of the counter notification and inform that person that it will replace the removed material or cease disabling access to it in ten (10) business days. Additionally, Classmates will replace the removed material and cease disabling access to it not less than ten (10), nor more than fourteen (14) business days following receipt of the counter notice, unless Classmates' Designated Copyright Agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the Website.

## **11. DISCLAIMER OF WARRANTIES.**

YOU UNDERSTAND AND AGREE THAT:

OUR WEBSITE AND THE SERVICES PROVIDED THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CLASSMATES DISCLAIMS TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE FUNCTIONS, MATERIALS AND CONTENT OF THE WEBSITE ARE NOT WARRANTED TO BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, AND CLASSMATES MAKES NO WARRANTY THAT THE INFORMATION ON THE WEBSITE WILL BE ACCURATE, CURRENT OR RELIABLE OR THAT THE QUALITY ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS. CLASSMATES DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. YOU ASSUME THE ENTIRE RISK OF LOSS AND DAMAGE DUE TO YOUR USE OF THE WEBSITE, INCLUDING BUT NOT LIMITED TO THE COST OF REPAIRS OR CORRECTIONS TO YOUR HARDWARE OR SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AND AS A CONSEQUENCE SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

## **12. LIMITATIONS OF LIABILITY.**

YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR SOLE RISK. CLASSMATES AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH YOU MAY INCUR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE WEBSITE, EVEN IF CLASSMATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND AS A CONSEQUENCE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **13. INDEMNIFICATION.**

You shall indemnify and hold harmless, and at Classmates' request defend, Classmates, its parents, subsidiaries, and affiliates, as well as their respective directors, officers, shareholders, employees, agents and owners (each, an "Indemnified Party") from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees, an allocation for in-house counsel, and other legal costs) arising out of your acts or omissions, including claims resulting from your use of the Website, your submission, posting or transmission of information or Content, or any breach of your obligations set forth in this agreement. You shall reimburse each Indemnified Party on demand for any costs, expenses and liabilities incurred by such Indemnified Party to which this indemnity relates.

## **14. CHOICE OF LAW & VENUE.**

The Terms of Use, your access and use of the Website and Services and the relationship between you and Classmates is governed by the laws of the State of Washington, without giving effect to its conflict of law provisions. Classmates and you both agree to submit to the personal and exclusive jurisdiction of the courts of the State of Washington. You are responsible for complying with local laws, if and to the extent local laws are applicable. Notwithstanding the foregoing, Classmates shall have the right to commence and prosecute any legal or equitable action or proceeding before any United States or non-United States court of competent jurisdiction to obtain injunctive or other relief in Classmates' sole discretion. Regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to use of the Website or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **15. COPYRIGHT AND TRADEMARK NOTICE.**

Website and its Contents Copyright (c) 1996 - 2004 Classmates Online, Inc. All rights reserved. Classmates, Classmates.com and all the brands of other Classmates products and services shown

herein are the trademarks or registered trademarks of Classmates Online, Inc. Other trademarks belong to their respective owners.

## **16. MISCELLANEOUS TERMS.**

Our relationship is not one of agency or partnership and neither you nor Classmates shall be deemed to be a partner, employee, fiduciary, agent or representative of the other by your use of the Website. You may not assign or transfer your rights to any third party. The terms and conditions in the Terms of Use are severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall still be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions. If Classmates fails to enforce any provision of the Terms of Use it shall not constitute a waiver of such provision. The Terms of Use may be modified only by Classmates posting changes to the Terms of Use on the Website. Each time you access the Website, you will be deemed to have accepted any such changes in effect at the time of access. We may assign our rights and obligations under the Terms of Use. This agreement will inure to the benefit of Classmates' successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of the Terms of Use, or to exercise any right thereunder, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect. The Terms of Use, the Additional Terms below, the attachments thereto, and the documents incorporated by reference, constitute the entire understanding between us regarding your access to, license and use of the Website and our Services, and they supersede any prior agreements, statements or representations with respect to the same.

## **ADDITIONAL TERMS.**

### **SUBSCRIPTION SERVICES**

Subscription Services Some features of or services provided through, the Website require a fee-based subscription (all fee-based subscriptions are referred to as "Subscription Services"). If you elect to purchase Subscription Services you understand that your subscription is personal to you and the members of your household, and you may not transfer or make available your account name and password to others, including without limitation your co-workers. Any distribution by you of your account name and password may result in cancellation of your subscription without refund and in additional charges based on unauthorized use. From time to time the Subscription Services may change, without prior notice.

Cancelling Subscription Services. You may terminate Subscription Services at any time by contacting our Member Care Department. If you have a dispute with us relating to the Website or the Subscription Services, you may cancel the Subscription Services. The cancellation of Subscription Services is your only remedy with respect to any such dispute that you may have with us. We will attempt to process all cancellation requests within 72 hours after we receive your request. Any such termination or cancellation is subject to the no-refund policy described below. Please remember that if we determine, in our sole discretion, that you are not complying

with the Terms of Use (including, without limit, the Community Guidelines therein), we reserve the right to terminate your Subscription Services. Upon any termination or cancellation of your Subscription Services, we may immediately deactivate or delete your Website membership and all related information and/or bar any further access by you to the Website.

Payment. Prices for all Subscription Services exclude all applicable taxes and telecommunication charges, unless expressly stated otherwise. To the extent permissible under law, you are responsible for any applicable taxes, whether or not they are listed on your receipt or statement. If you purchase Subscription Services, you agree to pay, using a valid credit card (or other form of payment that we may accept from time to time), the applicable fees and taxes (if any) set forth on the Website. We reserve the right, upon prior notice to you, to change the amount of any fees and to institute new fees, effective at the end of your current subscription period. All authorized charges will be billed to your designated credit card account (or other payment method) on the terms described in the specific offer. If payment cannot be charged to your credit card or your payment is returned to Classmates for any reason, Classmates reserves the right to either suspend or terminate your access to the unpaid-for Subscription Services.

Refund Policy. Payment for joining Classmates is non-refundable.

Automatic Renewal Program. If you are participating in the Classmates Automatic Renewal Program, Classmates will automatically renew your subscription on the anniversary of your purchase to ensure that there is no interruption of your Gold member privileges. Classmates will charge your credit card at the then-current renewal rate using the credit card information we have on file for your account. Unless you provide Classmates with prior notice that you are canceling your subscription, we may renew your subscription without further authorization from you. Please note that even if you provide us with notice, it will not affect charges submitted before Classmates can reasonably act. Please contact the Classmates Member Care Department ([http://www.classmates.com/help/quality\\_care.tf](http://www.classmates.com/help/quality_care.tf)) to cancel your automatic renewal, cancel your subscription, or change your payment method.

## **MEMBER REWARDS**

Classmates provides links to offers from certain companies in the "Member Rewards" area of the Website and at various links throughout the Website. The Member Rewards offers consist of various individual special offers from different companies. Each individual company providing Member Rewards offers is responsible for setting and explaining the terms of use of its website and its privacy policy, as well as its individual shipping, return, security and other policies applicable to the services and products offered. Please check with the specific company website for more information. There is no obligation whatsoever to use any offer provided to you. Classmates does not guarantee, warrant or endorse any product or service sold by a Member Rewards participating company, nor do we have any liability or responsibility for the quality or performance of any product or service sold to you by any such company. The purchase of any product or service from one of these companies is a transaction solely between you and that company, and any question or dispute you may have regarding any such product or service should be addressed directly to the responsible company. Classmates has no responsibility or liability for any Member Rewards company or your relationship with such company.

## REUNION CONTACT

Classmates provides certain services on the Website that allow you, if you so choose, to become a contact for a reunion (a “Reunion Contact”). Your registration as a Reunion Contact and use of the reunion related services provided through the Web site indicate your acknowledgement and acceptance of these Reunion Contact Additional Terms. These terms are subject to the [Terms of Use](#), which is incorporated herein by reference. If any terms contained in these Reunion Contact Additional Terms conflict with the Terms of Use, then the Terms of Use shall control.

### Becoming a Reunion Contact

To become a Reunion Contact you must be a current paid subscriber of Classmates Services. Only one Reunion Contact is allowed per group. If you wish to be the Reunion Contact and there is none listed for your class, you may do so through the Web site. By choosing to act as a Reunion Contact you further agree and acknowledge that you are not an agent, representative or partner of Classmates, that the actions you take as a Reunion Contact are solely your own and that you are personally liable for any action or failure to act on your part.

1. **Purpose.** You acknowledge and agree that the sole purpose for becoming a Reunion Contact and your use of the Reunion Planning Services is to actively facilitate a reunion event. By entering into this Agreement, and using the Reunion Planning Services and establishing a Reunion Event, you are agreeing to organize and hold the Reunion Event and otherwise complete the transaction as described. You acknowledge that your failure to fulfill your obligations under these Reunion Contact Additional Terms and the Terms of Service, whether by your action or inaction, may be legally actionable.
2. **Reunion Planning Tools.** On its own or through third party service providers, Classmates may provide Reunion Contacts with access to certain tools, services and information related to organizing and facilitating reunion events via the Web site. Some resources may include reference to professional reunion planners who have paid Classmates a fee for an advertised listing on the Web site (“Professional Reunion Planners”). Professional Reunion Planners are not in any way affiliated with Classmates, and any references to them on the Website should not be construed as an endorsement by Classmates of any services provided by them. Whether you decide to use any services offered by a Professional Reunion Planner is up to you. Your participation in any of the services offered by a Professional Reunion Planner, including payment and delivery of services and the terms, conditions, warranties or representations associated with such services, is solely between you and the Professional Reunion Planner. You agree that Classmates shall not be liable for any costs or damages you may incur resulting from your decision to enter such transactions. If you are a Professional Reunion Planner and are interested in being listed as a resource to Classmates members, please email [proplanner@classmates.com](mailto:proplanner@classmates.com) for more information.
3. **Refunds.** YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY REFUNDS OR FEES, AND THAT CLASSMATES WILL NOT IN ANYWAY BE LIABLE OR RESPONSIBLE FOR PROVIDING ANY REFUNDS WHATSOEVER. YOU RELEASE CLASSMATES FROM ALL CLAIMS, ACTIONS, LIABILITIES AND DAMAGES OF EVERY KIND AND NATURE RELATING TO YOUR USE OR NON-USE OF THE REUNION PLANNING TOOLS, INCLUDING, WITHOUT LIMIT, ANY REFUNDS, CHARGEBACKS OR OTHER FEES.

4. **Your Representations and Warranties.** You warrant and represent that you have full power and authority to act as a Reunion Contact for your group. You also warrant and represent your offer and sale of access to any reunion you promote on the Website does not violate any local, state or federal laws, including, without limit, consumer protection laws. Any misrepresentation or violation of this provision shall be considered a material breach of this Agreement.

5. **Supporting Your Reunion Event.** Each Reunion Contact is required to provide and maintain accurate and timely information for any planned reunion events. You agree to keep this information up to date for the duration of your involvement as a Reunion Contact.

6. **Privacy Policy.** Any and all information Classmates may collect as part of providing the services to Reunion Contacts shall be subject to Classmates' Privacy Policy (<http://www.classmates.com/cmo/privacy.jsp>). You agree and acknowledge you shall collect and retain such Attendee information, which is necessary for the fulfillment of your obligations hereunder and that any information you may collect as a Reunion Contact shall not be resold, rented or otherwise provided to any third party without the express written consent of the Attendee. Under all circumstances you shall treat such information in accordance with all applicable laws, including, without limit, any laws related to the protection of personal information.

7. **Compliance with Laws.** The services that Classmates provides to Reunion Contacts may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding use of these services, including, without limit, all laws pertaining to consumer protection. You may not register under a false name, false school or work affiliation, or impersonate any individual. Such fraudulent conduct is a violation of federal and state laws. Fraudulent conduct may be reported to law enforcement, and Classmates will cooperate to ensure that violators are prosecuted to the fullest extent of the law.

8. **Termination.** Classmates reserves the right, at its sole discretion, immediately and without notice, to suspend or terminate these Reunion Contact Additional Terms. In addition, Classmates may immediately and without notice, suspend or terminate your registration as a Reunion Contact if it determines in its sole discretion that you have breached these Additional Terms or the Terms of Use, or you have otherwise demonstrated conduct that Classmates believes is inappropriate.

## **REUNION EVENT ATTENDEE**

Classmates acts as a venue that provides various services related to reunions. As part of these services, individual members of Classmates may choose to register as Reunion Contacts to create, organize and manage reunion-related events, including events that you may choose to attend in person (collectively "Reunion Events"). Classmates does not authenticate the identity of the Reunion Contact, nor does Classmates control or actively monitor Reunion Contact's actions or inaction. Classmates does not have any control over the products or services that may be offered for purchase by a Reunion Contact.

### **Reunion Event Participation**

Whether or not you decide to participate in a Reunion Event is up to you. Classmates does not verify, monitor, control or supervise Reunion Events, nor can Classmates ensure that the Reunion Contact you are dealing with will actually complete the transaction. The events are established, organized and managed by the Reunion Contact. Because Classmates has no control

over the event, the identity or actions of the individuals who may attend an event, or the representations they may make through the Web site, Classmates requests that you use sound judgment and appropriate caution when deciding whether to attend a Reunion Event.

**Release:**

YOU, FOR YOURSELF AND YOUR HEIRS AND EXECUTORS, HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE CLASSMATES AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND THIRD PARTY PARTNERS FROM ALL LIABILITIES, CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR PARTICIPATION IN A REUNION EVENT OR ANY DISPUTE THAT YOU MAY HAVE WITH A REUNION CONTACT OR ATTENDEE. YOU ACKNOWLEDGE THAT CLASSMATES DOES NOT CONTROL ANY REUNION EVENTS THAT YOU MAY CHOOSE TO ATTEND. BECAUSE CLASSMATES DOES NOT PROVIDE, NOR IS IT INVOLVED IN ANY WAY WITH PHYSICAL TRANSPORTATION TO OR FROM REUNION EVENTS OR WITH THE ACTION OR FAILURE TO ACT OF A REUNION CONTACT OR ANY INDIVIDUAL WHO MAY ATTEND A REUNION EVENT, YOU ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ANY INJURY OR ACCIDENT WHICH MAY OCCUR WHILE YOU ARE TRAVELING TO OR FROM THE REUNION EVENT, DURING THE REUNION EVENT OR WHILE YOU ARE ON THE PREMISES OF THE REUNION EVENT. YOU UNDERSTAND THAT THIS WAIVER INCLUDES ANY CLAIMS, WHETHER CAUSED BY NEGLIGENCE, THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES, OR OTHERWISE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR" AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT. YOU ACKNOWLEDGE AND AGREE THAT THIS WAIVER IS AN ESSENTIAL AND MATERIAL TERM OF THIS AGREEMENT, AND THAT WITHOUT SUCH WAIVER, THIS AGREEMENT WOULD NOT HAVE BEEN ENTERED INTO BY CLASSMATES.

**Refunds.**

YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE REUNION CONTACT IS SOLELY RESPONSIBLE FOR ANY REFUNDS OF YOUR REGISTRATION FEES, AND THAT CLASSMATES WILL NOT IN ANY WAY BE LIABLE OR RESPONSIBLE FOR PROVIDING ANY REFUNDS WHATSOEVER. YOU RELEASE CLASSMATES FROM ALL CLAIMS, ACTIONS, LIABILITIES AND DAMAGES OF EVERY KIND AND NATURE RELATING TO ANY SUCH REFUNDS.

**CLASSMATES DATING**

Classmates provides certain services on the Website that allow you, if you so choose, to access a certain portion of the Website for single adults to meet each other online ("Classmates Dating").

Your registration for Classmates Dating indicates your acknowledgement and acceptance of these Classmates Dating Additional Terms. These Classmates Dating Additional Terms are subject to the [Terms of Use](#), which is incorporated herein by reference. If any terms contained in these Classmates Dating Additional Terms conflict with the Terms of Use, then the Terms of Use shall control.

1. Eligibility. You must be at least eighteen (18) years of age and single or separated from your spouse to register for Classmates Dating. Membership in Classmates Dating is void where prohibited. By registering for Classmates Dating, you represent and warrant that you are at least eighteen (18) years of age and single or separated, and that you have the right, authority and capacity to enter into these Classmates Dating Additional Terms and the Terms of Use and to abide by all of the terms and conditions thereof.
2. Membership and Subscription. Before you can register for Classmates Dating, you must first be registered on the Website as described in Section 1 of the Terms of Use. There is no cost to register for Classmates Dating. As a non-paying member of Classmates Dating, you will have the ability to participate in some, but not all, of the features and services within Classmates Dating. In order to access all of the features and services of Classmates Dating, you must become a paying subscriber as described in the Subscription Services Additional Terms.
3. Content. As a member of Classmates Dating, you will be provided with various tools through which you can post Content (as defined in the Terms of Use) on your Classmates Dating profile separate from your primary profile on the Website. Please keep in mind that all Content that you provide in connection with your participation in Classmates Dating is subject to the Terms of Use, including without limitation Section 2 (“Member Conduct”) and Section 3 (“Submitting or Posting Content”), and the Privacy Policy.
4. Interactions with Other Members. As is the case throughout the Website, you are solely responsible for your interactions with other members. You understand that Classmates does not in any way screen, inquire into the backgrounds of, or attempt to verify the identity or statements of, its members. Classmates makes no representations or warranties as to the conduct of its members or their potential compatibility with you. You agree to take reasonable precautions in all interactions with other members, particularly if you decide to meet offline or in person. Your use of the Communications Tools (as defined in the Terms of Use) to interact with other members in Classmates Dating is subject to the Community Guidelines described in Section 2 (“Member Conduct”) of the Terms of Use.
5. Termination. You may terminate your registration on Classmates Dating at any time by accessing your dating options and choosing to delete your Classmates Dating profile. Please keep in mind that terminating your registration on Classmates Dating will not impact your primary registration on the Website. However, if your primary registration on the Website is terminated, you will automatically be removed from Classmates Dating. Rather than deleting yourself entirely from Classmates Dating, you also have the option to hide your Classmates Dating profile, in which case this profile will be hidden from other members but will not be deleted, such that you can reactivate it at any time. Further, if we determine, in our sole discretion, that you are not in compliance with the Terms of Use, these Classmates Dating Additional Terms, and/or any other Additional Terms, we reserve the right to terminate your specific membership

in Classmates Dating or your general membership on the Website, in our sole discretion. Upon any termination or cancellation of your membership, we may immediately deactivate or delete your membership and all related information and/or bar any further access to your membership or information.

6. Limitation of Liability. IN ADDITION TO OTHER LIMITATIONS OF LIABILITY CONTAINED IN THE TERMS OF USE OR OTHER ADDITIONAL TERMS, CLASSMATES AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, AND AGENTS, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATING TO (A) YOUR RELIANCE ON ANY INFORMATION OR OTHER CONTENT POSTED ON CLASSMATES DATING OR TRANSMITTED TO OR BY ANY MEMBERS, OR (B) THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF CLASSMATES DATING, INCLUDING WITHOUT LIMITATION BODILY INJURY, EMOTIONAL DISTRESS, AND ANY OTHER DAMAGES RESULTING FROM INTERACTIONS, COMMUNICATIONS OR MEETINGS WITH OTHER MEMBERS OR PERSONS INTRODUCED TO YOU OR BY YOU, DIRECTLY THROUGH CLASSMATES DATING, OR INDIRECTLY BASED ON INFORMATION OBTAINED ON CLASSMATES DATING.

## **FREE TRIAL**

From time to time Classmates may, at its discretion, offer limited free trials of some products or services. To view the details of your free trial, if any, please visit your My Account page.

Only one free trial may be redeemed per person per membership type. Upon registering for your free trial, your credit card will be authorized for the price of the membership. In some instances, your available balance or credit limit may reflect the authorization for the amount of the membership; however, no charges will be made to your credit card unless you do not cancel prior to the end of your free trial period.

We will begin charging your credit card for your specific membership at the end of your free trial. Visit your My Account page to view the end date of your free trial. You must cancel prior to the end of your free trial offer to avoid charges to your credit card. If you stay enrolled in our auto-renewal program, we will bill your credit card at the end of each subscription period until you cancel in order to provide you with continued use of your membership services.

## **EXHIBIT 3**

[SIGN IN](#)[REGISTER FOR FREE](#)

# TERMS OF SERVICE

Classmates, Inc.

Last Updated: January 10, 2014

Our Terms of Service have been updated; [click here](#) for a summary of the changes.

## INTRODUCTION

By accessing and using services provided via the Classmates.com website (the "Website") and/or various applications and tools that we operate on third-party websites and devices, such as Facebook, smartphones or tablets (such services offered through the Website, applications or tools collectively, the "Services"), you are agreeing to the following Terms of Service. We encourage you to review these Terms of Service, along with the [Privacy Policy](#), which is incorporated herein by reference, as they form a binding agreement between us and you. **If you object to anything in these Terms of Service or the Privacy Policy, do not use the Services.**

We may change these Terms of Service, in whole or in part, at any time. Posting of the updated Terms of Service on the Website will constitute notice to you of any such changes, although we may choose other types of notice for certain changes. Changes will become effective upon notice. Your continued use of the Services following notice shall constitute your acceptance of all changes, and each use of the Services constitutes your reaffirmation of your acceptance of these Terms of Service. If you do not agree to the changes to these Terms of Service, your sole and exclusive remedy will be to terminate your account and use of the Services.

## INDEX OF PROVISIONS

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## 1. BECOMING A MEMBER OF AND REGISTERING FOR THE SERVICES.

**A. Accessing the Services and Becoming a Member.** THE SERVICES ARE INTENDED SOLELY FOR ACCESS AND USE BY INDIVIDUALS 18 YEARS OF AGE AND OLDER. BY ACCESSING AND USING THE SERVICES, YOU ARE CERTIFYING THAT YOU ARE AT LEAST 18 YEARS OLD. While there are parts of the Services where access requires the payment of a fee ("Paid Services"), there is no cost to register to become a member of the Services. The specific Services available to you will vary depending upon (1) whether you register as a member, (2) the community affiliation(s) to which you have self-identified, and (3) whether or not you choose to purchase Paid Services.

**B. Your Information.** We will collect, store, compile and utilize information about you, your computer, smartphone or other device, and your use of the Services, including information that you provide in response to questionnaires, surveys and registration forms. Please review our [Privacy Policy](#) for more information about our privacy policies and practices. For your part, you agree that all information that you provide to us or post on the Services is complete, accurate and up to date. If any of your information changes, you agree to immediately update it. If you fail to update your information or if all or part of your information is (or appears to be) untrue, inaccurate, or incomplete, we may suspend or terminate your account and refuse any and all current or future use of the Services, without refund to you of any fees paid.

Without limiting any of the foregoing, you are responsible for ensuring that the email address you provide to us is valid and that the services, software or systems you use to access your email ("Email Systems") do not block or filter Communications (as defined below). We ask that you use your personal email address when registering. If you provide us with a non-personal email address or use an Email System that interferes with the delivery of Communications, we may not be able to provide you with certain Services. Your failure to provide us with an email address to which we can consistently deliver email may result in the termination of your account.

**C. Your Password.** During the registration process we will provide you with a unique registration number. We will also either ask you to create a password or assign you a random password, which you can change at any time by logging onto the "Account" portion of the Services. Alternatively, you may have the option of using your Facebook login credentials or similar login processes or co-registration forms from or on other third party websites to create an account and authenticate your access to the website. Because any activities that occur under your registration number or password are your responsibility, it is important for you to keep your registration number and password secure. Notify us immediately if you believe that someone has used your registration or password without your authorization.

**D. Communications.** From time to time we will send you communications, in keeping with our Privacy Policy and as otherwise permitted in these Terms of Service ("Communications"). Please note that any number of issues may interfere with your receipt of such Communications, including some types of Email Systems that may use filtering or blocking techniques that are intended to block email. We are not responsible for the actual delivery or your actual receipt of these Communications.

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## 2. PAID SERVICES

Access to some of the Services requires the purchase of Paid Services. If you elect to purchase Paid Services, you agree to our storage of your payment information and understand that your Paid Services are personal to you, such that you may not transfer or make available your account name (and/or registration number) and password to others. Any distribution by you of your account name and password may result in cancellation of your Paid Services without refund and/or additional charges based on unauthorized use. We reserve the right, from time to time, to change the Paid Services, with or without prior notice to you.

**A. Payment.** Prices for all Paid Services are in U.S. dollars and exclude any and all applicable taxes, unless expressly stated otherwise. To the extent permissible under law, you are responsible for any applicable taxes, whether or not they are listed on your receipt or statement. All applicable taxes are calculated based on the billing information you provide us at the time of purchase. If you purchase Paid Services, you agree to pay, using a valid credit or debit card or other form of payment that we may accept from time to time ("Payment Method"), the applicable fees and taxes (if any) set forth in the offer that you accepted. We reserve the right, upon prior notice to you, to change the amount of any fees and to institute new fees, effective at the end of your current subscription period. All authorized charges will be billed to your designated Payment Method on the terms described in the specific offer. If payment cannot be charged to your Payment Method or your payment is returned to us for any reason, we reserve the right to either suspend or terminate your access to the unpaid-for Paid Services. It is your responsibility to ensure that sufficient funds are available to cover the charges for the Paid Services, and we have no liability for any overdraft or other fees that you may incur as a result of our processing of your payment.

**B. Automatic Renewal Program.** Upon your acceptance of an offer for the purchase of any subscription-based Paid Services, you will be enrolled in our automatic renewal program to help ensure that there is no interruption in your access to such Paid Services. Under this program, you authorize us to automatically renew your subscription at the end of the term of the subscription you purchased, and each subsequent term, for the same term length of the subscription you initially purchased (unless otherwise stated in the offer you accepted). Unless you change your renewal status as described below, at the time of each such renewal you authorize us to charge your designated Payment Method at the then-current, non-promotional price (unless otherwise stated in the offer you accepted) for the renewal of your subscription. If you no longer want to be enrolled in our automatic renewal program, you can change your renewal status at any time by logging onto the [Account](#) portion of the Website, clicking on "Account & Billing" and changing your renewal option from "automatic" to "manual". Please note that changing your renewal option in this way will only stop future automatic renewals of your subscription and will not impact any automatic renewals that occurred prior to the date of your status change.

**C. Current Information.** You must provide us with current, complete and accurate information for your Payment Method. You must promptly update all information to keep your Payment Method current, complete and accurate (such as a change in billing address, card number or expiration date), and you must promptly notify us if your Payment Method is cancelled (including if you lose your card or it is stolen), or if you become aware of a potential breach of security (such as an unauthorized disclosure or use of your name or password). Changes to such information can be made by accessing "Account & Billing" on the Account portion of the Website. If you fail to provide us with any of the foregoing information, you agree that you are responsible for fees accrued under your Payment Method. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer.

**D. No Refund Policy.** All fees relating to Paid Services, including the initial fees and any subsequent automatic renewal fees (as described above), are non-refundable. If you initiate a chargeback or otherwise reverse a payment made with your Payment Method, we may in our discretion cancel your Paid Services immediately. If we successfully dispute the reversal, and the reversed funds are returned to us, you are not entitled to a refund or to have your Paid Services reinstated.

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## 3. MEMBER CONDUCT.

**A. Community Guidelines.** The Services contain areas that enable members to communicate and share information, including without limitation sending email through the Services, providing information on your profile pages, and posting information on message boards, forums and other areas where you may interact with other members (collectively, the "Communication Tools"). When you use the Communication Tools, you may have the opportunity to disclose, post, upload, or otherwise publicly display, or to share directly with other members, information and other content, including without limitation biographical information, photographs, stories and comments (collectively, "Content"). While we may provide you with these Communications Tools, we also wish to remind you that you should choose carefully what information you post via the Services and share with other members.

You are required to use the Communication Tools responsibly, just as you would act responsibly when communicating or interacting with others in your offline communities. As a result, we expect and require that you take full responsibility for the Content that you post on or send through the Services. We have established some "Community Guidelines" that outline your responsibilities when using the Communication Tools.

The following Community Guidelines apply to and govern your use of the Communication Tools:

- Do not create a false identity, impersonate any person or entity, or otherwise misrepresent yourself, your age or your affiliation with any person or entity
- Do not register more than one personal membership or register on behalf of another person
- Do not post telephone numbers, street addresses or email addresses in Content that is publicly accessible on the Services, with the exception of the location of a reunion or other appropriate event
- Do not engage in behavior meant to threaten, harass, intimidate or bully others or which constitutes predatory or stalking conduct
- Do not use the Services as a venue to air personal disputes with other individuals
- Do not provide any Content that is illegal, obscene, pornographic or sexually explicit, depicts graphic or gratuitous violence or illegal drug paraphernalia, or is derogatory, demeaning, malicious, defamatory, abusive, hateful, racially or ethnically offensive, or otherwise determined to be objectionable
- Do not provide any Content that encourages a criminal offense or infringes, misappropriates, or otherwise violates the intellectual property rights or other rights of any third party
- Do not post web addresses that link to pornographic or inappropriate content, websites that promote your or someone else's commercial gain, websites that provide services similar to those offered by us, or any other content that violates these Community Guidelines
- Do not provide or post private communications from us or any other party without such party's permission
- Do not copy or re-post content provided by others or otherwise use information or content you obtained on the Services in any manner not authorized by us or the contributor
- Do not participate in any unauthorized or unsolicited promotions, advertising, junk mail, spam, or any other form of solicitation, or otherwise use the Services for any commercial purpose

- Do not interfere with, interrupt, destroy or limit the functionality of the Services or any computer software or hardware or telecommunications equipment
- Do not try to gain unauthorized access to the Services, other members' accounts, or computers connected to the Services
- Do not collect users' content or information, or otherwise access the Services, using automated means, such as scripts, bots, robots, spiders or scrapers
- Do not do anything that could damage, disable, overburden or impair the proper working or appearance of the Services, such as a denial of service attack or interference with page rendering or other functionality

**B. Monitoring and Enforcement.** We do not actively monitor the Communication Tools or the Content that is provided through such Communication Tools, nor are we obligated to do so. Accordingly, we do not guarantee the accuracy, integrity or quality of the Content. Because individuals sometimes choose not to comply with our policies and practices, you may be exposed to Content that you find offensive or otherwise objectionable. We encourage you to use the tools available on the Services to report any Content that you think may violate the Community Standards. We may investigate the complaints that come to our attention, but are not obligated to do so. If we choose to investigate, we will take any action that we believe is appropriate in our sole discretion, such as issuing warnings, removing the Content, or suspending or terminating accounts. However, because situations and interpretations vary, we also reserve the right not to take any action. In such cases, we may not remove Content that you believe is objectionable. Please remember that you can always choose to refrain from using any part of the Services that exposes you to something that you are uncomfortable with. Under no circumstances will we be liable in any way for any Content, including any errors or omissions in any Content or any loss or damage of any kind incurred as a result of the use of, access to or denial of access to any Content. In addition, we are not responsible for the conduct, whether online or offline, of any user of the Website or member of the Services.

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#### 4. SUBMITTING OR POSTING CONTENT.

We do not claim ownership of any of the Content you submit or post through the Services or allow us to obtain from third parties to include in the Services. Instead, you hereby grant us a royalty-free, worldwide, transferable, sub-licensable, non-exclusive license to use, reproduce, publish, store, distribute, display, communicate, perform, transmit, create derivative works based upon, and promote such Content (in whole or in part) in any medium now known or hereafter devised. Please remember that you are ultimately responsible for all of your Content, and you therefore warrant and represent that you are entitled to grant the foregoing license and that the Content does not violate any third party rights. No compensation will be paid for the use of your Content.

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#### 5. OUR PROPERTY RIGHTS.

The Services, and all of the content, information and other material that they contain, other than the Content posted by our users, are owned by us, or our third party licensors, and are protected by intellectual property and other rights and laws throughout the world. Subject to your compliance with these Terms of Service, we grant you a limited, revocable, non-exclusive, non-assignable, non-sublicenseable license for the period of your membership to access the Services and view any materials available on the Services for the sole purpose of using the Services. Aside from this limited license, nothing found on the Services maybe copied, reproduced, republished, distributed, sold, licensed, transferred or modified without our express written permission. In addition, the trademarks, logos and service marks displayed on the Services are our property or the property of our licensors. This Agreement does not grant you any right or license with respect to any such trademarks, logos or service marks. If you are aware of Materials on the Services that infringes the copyright or other right of a third party, please contact us through the Copyright Infringement Policy process, which is described in Section 10 below.

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#### 6. AVAILABILITY OF SERVICES.

We do not provide you with access to the Internet or the equipment necessary to access the Internet or the Services. You are responsible for the fees charged by others to obtain access to the Services and for obtaining the equipment necessary to access the Services. From time to time we may modify, suspend or discontinue any of the Services with or without notice to you. We shall not be liable to you for any such modification, suspension or discontinuance. We may establish certain policies and practices concerning use of the Services, such as the maximum number of email messages, message board postings or other Content that can be sent through the Services and the number of days that these items will be retained on our systems. We have no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by or through the Services. We reserve the right to change our practices and policies at any time, in our sole discretion, with or without notice to you.

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#### 7. THIRD-PARTY OFFERS.

We may allow other companies to offer you products and services, including offers through the Services. Whether or not you decide to participate in such an offer is up to you. Your participation in any of these offers, including payment and delivery of related goods or services and the terms, conditions, warranties or representations associated with such offers, is solely between you and the third-party company. You agree that we shall not be liable for any costs or damages you may incur resulting from your decision to enter into such transactions.

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#### 8. LINKING TO OR FROM THE SERVICES.

You cannot link to the Services without our prior written consent. While the Services may have links to the websites of third parties, we have no control over those websites. We are not responsible or liable for any content, advertising, products, services, information or other materials on or available from those websites. We are also not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, advertising, products, services, information or other materials on those websites.

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You may terminate your account, for any or no reason, at any time by contacting [Member Care](#). We may terminate your account, for any or no reason, at any time, with or without notice. If we determine, in our sole discretion, that you are not in compliance with these Terms of Service, we reserve the right to restrict, suspend or terminate your account. Upon any termination of your account, we may immediately deactivate or delete your account and all related information and/or bar any further access to your account, Content or information. If you have purchased Paid Services from us, any termination by you, or by us with cause, is subject to the no-refund policy described in Section 2.D above.

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## 10. COPYRIGHT INFRINGEMENT POLICY.

In compliance with the Digital Millennium Copyright Act ("DMCA"), we have established the procedure outlined below to address alleged copyright infringement on the Services. If you believe that your work has been copied and has been posted on the Services in a way that constitutes copyright infringement, you may provide us with notice of your complaint by providing our Designated Copyright Agent with the following information in writing:

1. The electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing, with information about its location reasonably specific to permit us to locate the material;
4. Your name, address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

To be effective, your notification must be in writing and include the above information. Our Designated Copyright Agent to receive your notification is:

Name of Agent: Intellectual Property Manager

Address: 1501 4th Avenue, Suite 400, Seattle, WA 98101

Telephone Number of Designated Agent: (206) 301-5700

Faxsimile Number of Designated Agent: (206) 301-5795

Email Address Designated Agent: [copyrightnotice@classmates.com](mailto:copyrightnotice@classmates.com)

We, in our sole discretion, reserve the right to refuse additional Content from members who have posted allegedly infringing material, delete the material, and/or to terminate such members' accounts.

After receiving a notification, we will process and investigate the notification and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of a notification that complies or substantially complies with the DMCA (as set forth above), we will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We will promptly take reasonable steps to notify the member that is the subject of the notification that it has removed or disabled access to such material.

If you are subject to a notification, you may provide us with a counter notification by providing our Designated Copyright Agent the following information in writing:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which we may be found and that you will accept service of process from the person who provided the initial notification of alleged infringement.

Upon receipt of a proper counter notification under the DMCA (as set forth above), we will promptly provide the person who provided the initial notification with a copy of the counter notification and inform that person that we will reinstate the removed material or cease disabling access to it in ten (10) business days. Additionally, we will replace the removed material and cease disabling access to it not less than ten (10), nor more than fourteen (14) business days following receipt of the counter notice, unless our Designated Copyright Agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the Services.

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## 11. DISCLAIMER OF WARRANTIES.

YOU UNDERSTAND AND AGREE THAT:

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE FUNCTIONS, MATERIALS AND CONTENT OF THE SERVICES ARE NOT WARRANTED TO BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, AND WE MAKE NO WARRANTY THAT THE INFORMATION ON THE SERVICES WILL BE ACCURATE, CURRENT OR RELIABLE OR THAT THE QUALITY ANY PRODUCTS, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. WE DISCLAIM ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. YOU ASSUME THE ENTIRE RISK OF LOSS AND DAMAGE DUE TO YOUR USE OF THE SERVICES, INCLUDING BUT

CERTAIN WARRANTIES, AND AS A CONSEQUENCE SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

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## 12. LIMITATIONS OF LIABILITY.

YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR SOLE RISK. WE, OUR PARENTS, SUBSIDIARIES AND OTHER AFFILIATES, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH YOU MAY INCUR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. OUR AGGREGATE LIABILITY WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND AS A CONSEQUENCE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

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## 13. INDEMNIFICATION.

You shall indemnify and hold harmless, and at our request, defend us, our parents, subsidiaries, and other affiliates, as well as their respective directors, officers, shareholders, employees, agents and owners (each, an "Indemnified Party") from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees, an allocation for in-house counsel, and other legal costs) arising out of your acts or omissions, including claims resulting from your use of the Services, your submission, posting or transmission of information or Content, or any breach of your obligations set forth in these Terms of Service. You shall reimburse each Indemnified Party on demand for any costs, expenses and liabilities incurred by such Indemnified Party to which this indemnity relates.

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## 14. DISPUTE RESOLUTION

This section describes what rights the parties possess if they have a dispute.

**A. Providing Notice of a Claim.** The parties agree to arbitrate all disputes and claims between them ("Disputes or Claims"). This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: (1) Disputes or Claims related in any way to the Services, billing, privacy, advertising or our communications with you; (2) Disputes or Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (3) Disputes or Claims that arose before your agreement to these Terms of Services or any prior agreement; (4) Disputes or Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (5) Disputes or Claims that may arise after the termination of your use of the Services.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). Notice to us must be sent to our customer service address at: Classmates.com Dispute Resolution, Classmates, Inc., 333 Elliott Avenue West, Suite 500, Seattle, WA 98119, Attention: Legal Department. The Notice must include: (1) the nature and basis of your Dispute or Claim; (2) identification or enclosure of all relevant documents and information; and (3) a description of the specific relief that you seek from us.

**B. Providing Us an Opportunity to Informally Resolve Your Dispute.** Before you may pursue or participate in any Dispute or Claim (or raise such Dispute or Claim as a defense) in small claims court or in arbitration against us, you must first send the Notice described above, and you must allow us a reasonable opportunity to resolve your Dispute or Claim. After we receive your Notice, the parties agree to negotiate in good faith with each other to try to resolve your Dispute or Claim.

**C. Agreement to Participate in Binding Arbitration.** If the parties do not reach a resolution of your Dispute or Claim within thirty (30) days after we receive your written Notice, you may pursue your Dispute or Claim in arbitration or, solely to the extent specifically provided below, in small claims court. If the parties cannot reach an informal resolution to the Dispute or Claim within thirty (30) days after our receipt of your Notice, you may commence an arbitration proceeding by sending an arbitration demand ("Arbitration Demand") to the following address: Classmates.com Dispute Resolution, Classmates, Inc., 333 Elliott Avenue West, Suite 500, Seattle, WA 98119, Attention: Legal Department. The parties agree to arbitrate any Dispute or Claim between them, except to the extent either party chooses to instead pursue the Dispute or Claim in small claims court as provided below. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award.

Except as otherwise provided herein, upon either party filing an Arbitration Demand, we will pay all filing, administration, and arbitrator fees, unless your Dispute or Claim exceeds \$75,000 (exclusive of any filing, administration, arbitrator, or attorneys' fees or other fees or expenses). If you initiate an arbitration in which you seek more than \$75,000 (exclusive of any filing, administration, arbitrator, or attorneys' fees or other fees or expenses) in damages, the American Arbitration Association's ("AAA") Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules") will govern the payment of these fees. The AAA Rules, as modified by these Terms of Service, will govern the arbitration. The AAA Rules are available online at [www.adr.org](http://www.adr.org), or by calling the AAA at 1-800-778-7879. If your Dispute or Claim is for \$10,000 or less (exclusive of any filing, administration, arbitrator, or attorneys' fees or other fees or expenses), we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the AAA Rules. If your Dispute or Claim exceeds \$10,000 (exclusive of any filing, administration, arbitrator, or attorneys' fees or other fees or expenses), the right to a hearing will be determined by the AAA Rules.

Unless the parties agree otherwise in writing, any arbitration hearings will take place in the county (or parish) in which you reside (except that, if you reside outside of the United States, any such hearings will take place in King County, Washington). One arbitrator, who is selected under the AAA Rules and who has expertise in consumer disputes in the Internet industry, will conduct the arbitration. If no arbitrator possessing such expertise is available, then the arbitration will be conducted by a single arbitrator who is selected by the mutual written approval of the parties. Except as allowed under applicable law and the AAA Rules, the decisions of the arbitrator will be binding and conclusive on all parties. Judgment upon any award of the arbitrator may be entered by any court of competent jurisdiction. This provision will be specifically enforceable in any court. THE ARBITRATOR MUST FOLLOW THESE TERMS OF SERVICE AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES). All issues are for

arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided herein, we will pay all filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your Dispute or Claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. Also, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of fees will be governed by the AAA Rules.

We may make a written settlement offer to you before the arbitrator issues an award. If, after the arbitrator finds in your favor on the merits of the claim, and the arbitrator issues you an award that is greater than our written offer, we will: (1) pay you the greater of the amount of the award or \$7,500 ("Alternative Payment"); and (2) pay your attorney, if you use an attorney, twice the amount of any reasonable attorneys' fees awarded by the arbitrator, and reimburse any expenses that your attorney reasonably accrues for investigating, preparing, and pursuing your arbitration claim ("Attorney Fee Premium"). The Attorney Fee Premium does not supplant any right you may have to reasonable attorneys' fees under applicable law. Thus, if you would be entitled to a greater amount under applicable law, the Attorney Fee Premium does not preclude the arbitrator from awarding you that amount. You may not, however, recover duplicative attorneys' fees or costs. If we do not make a written settlement offer to you before the arbitrator issues an award, you and your attorney will be entitled to the Alternative Payment and the Attorney Fee Premium, respectively, if the arbitrator decides in your favor on the merits. We agree that we will not seek any award of attorneys' fees, even if we are entitled to such fees. The arbitrator may make any determinations and resolve any Dispute or Claim as to the payment and reimbursement of fees, the Alternative Payment, or the Attorney Fee Premium at any time during the proceeding and within fourteen (14) days after the arbitrator's final ruling on the merits. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

YOU AND WE AGREE THAT:

**ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. NEITHER PARTY SHALL BE A MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING, AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL DISPUTE OR CLAIM. UNLESS BOTH PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S DISPUTES OR CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. WE DO NOT CONSENT TO CLASS ARBITRATION. ACCORDINGLY, IF A COURT REFUSES TO ENFORCE THE ABOVE PROVISIONS REGARDING CLASS OR REPRESENTATIVE ACTIONS, THEN THIS AGREEMENT TO ARBITRATE SHALL BE UNENFORCEABLE AS TO YOU. WHETHER A DISPUTE OR CLAIM PROCEEDS IN COURT OR IN ARBITRATION, THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.**

This arbitration agreement covers any Dispute or Claim arising out of or relating to any aspect of the relationship between the parties, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, even if the Dispute or Claim arises or may arise before or after the period(s) during which you are receiving the Services. For purposes of this arbitration provision, references to "we" and "us" include Classmates, Inc., its affiliates, and each such entity's respective directors, officers, employees, shareholders, agents, suppliers and assignees. The AAA Rules evidence a transaction in interstate commerce and the Federal Arbitration Act governs the interpretation and enforcement of this section.

The parties must bring any Dispute or Claim arising out of or related to the AAA Rules, or the relationship between them, within two (2) years after the Dispute or Claim arises, or the Dispute or Claim will be permanently barred. To the extent the law applicable under the Governing Law section below makes this limitations period unenforceable with respect to any Dispute(s) or Claim(s), then the statutes of limitations of the state whose laws govern the AAA Rules under the Governing Law section below shall apply. We may make changes to this arbitration provision during the term of our services to you. You may reject any material changes by sending us written objection within thirty (30) days of the change to Classmates.com Dispute Resolution, Classmates, Inc., 333 Elliott Avenue West, Suite 500, Seattle, WA 98119, Attention: Legal Department. By rejecting any future material change, you are agreeing to arbitrate in accordance with the language of this provision.

**D. Small Claims Court.** You may choose to pursue your Dispute or Claim in small claims court rather than by arbitration if your Dispute or Claim qualifies for small claims court in a location where jurisdiction and venue over you and us is proper.

**E. Governing Law.** The AAA Rules, and any Dispute or Claim arising between the parties related in any way to the AAA Rules or the Service, including but not limited to any Dispute or Claim over billing, service, privacy, advertising or our communications with you, whether based on contract, tort, statute, or common law, will be governed by the laws of the state in which you reside (except that, if you reside outside of the United States, the laws of the State of Washington will govern), without regard to choice of law principles.

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## 15. MISCELLANEOUS TERMS.

Our relationship is not one of agency or partnership and neither you nor we shall be deemed to be a partner, employee, fiduciary, agent or representative of the other by your use of the Services. You may not assign or transfer your rights to any third party. The terms and conditions in these Terms of Service are severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall still be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other provisions. If we fail to enforce any provision of these Terms of Service it shall not constitute a waiver of such provision. These Terms of Service may be modified only by our posting of changes to these Terms of Service on the Website. Each time you access the Services, you will be deemed to have accepted any such changes in effect at the time of access. We may assign our rights and obligations under these Terms of Service. These Terms of Service will inure to the benefit of our successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms of Service, or to exercise any right thereunder, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and will remain in full force and effect. These Terms of Service, the Additional Terms below, the attachments thereto, and the documents incorporated by reference herein, constitute the entire understanding between us regarding your access to, license and use of the Services, and they supersede any prior agreements, statements or representations with respect to the same.

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